Reception Room

COTTON CHATS

TRADE-MARK REG U.S. PAT. OFF.

DRAPER CORPORATION

HOPEDALE MASS.

NO. 171. JANUARY 1917.

Draper Company vs. Jonas Northrop and Clare H. Draper

An important litigation has just been terminated in our favour. Mr. Clare H. Draper assigned to the Draper Company a patent on misthreading devices which had been applied for by Mr. Jonas Northrop and by him assigned to Mr. Clare H. Draper.

Later we examined this patent in connection with certain looms put out by the Hopedale Manufacturing Company and discovered defects in the patent which required a reissue.

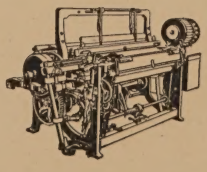
Mr. Jonas Northrop and Mr. Clare H. Draper are officers of the Hopedale Manufacturing Company, and Mr. Clare H. Draper wrote to us that Mr. Jonas Northrop refused to sign an application for reissue to correct these defects.

We thereupon filed a bill in equity to compel the signing of a proper reissue application, and Judge Dodge held that the reissue was necessary and proper, and that the claims were not anticipated by patents of the prior art. He referred to the fact that Mr. Clare H. Draper was Treasurer of the Hopedale Manufacturing Company and Mr. Jonas Northrop its President, and that the Hopedale Manufacturing Company had put out misthreading devices which would infringe the claim of the reissue patent, and stated:

"The significance of these circumstances in connection with the present controversy is obvious."

The case was taken by defendants to the United States Circuit Court of Appeals, which in a unanimous opinion written by Judge Bingham has affirmed the decree of the United States District Court with costs, and the application for reissue has consequently been signed by Mr. Jonas Northrop.

The case is not only important to our company as confirming our right to Mr. Jonas Northrop's invention in misthreading devices, but is also of general interest as establishing the right of owners of patents to compel the patentee to sign necessary and proper applications for reissues in order that the owners may have "the full enjoyment of the grant," as was stated by the Court of Appeals.

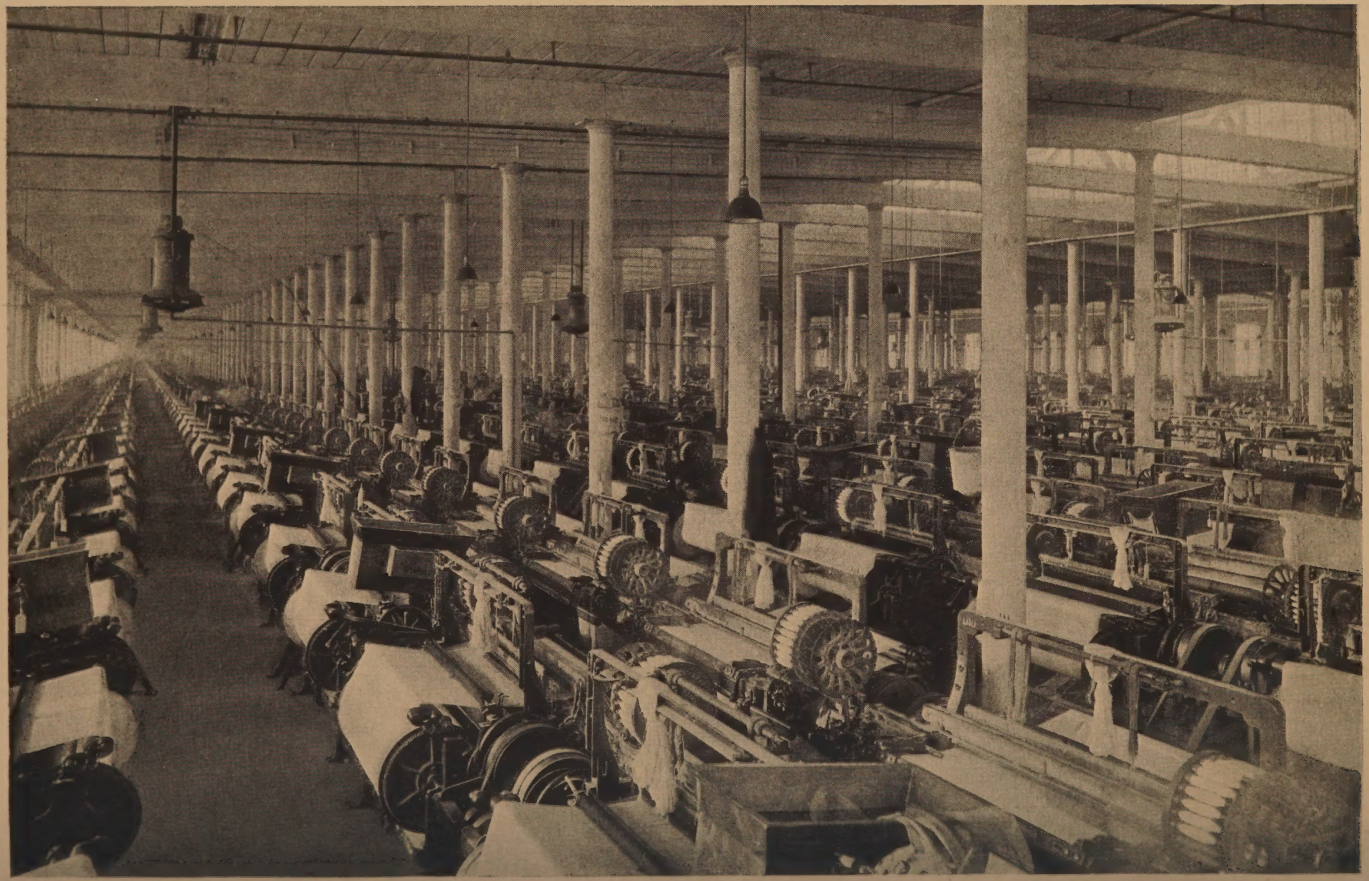


ANTICIPATING THE CLOSE OF THE EUROPEAN WAR,

certain cotton mills, having common looms which war conditions have enabled them to operate at an unexpected profit, have ordered Northrop looms for delivery in 1918. The reason for placing orders for delivery so far in the future is that the mills will for the immediate present and for perhaps the remainder of the year 1917 have the benefit of the maximum product of the common looms with the goods sold at war prices; with the expected slump or falling off in business later on they can better spare the loom product while the change is being made from common to Northrop Looms and the profit made before the change will in many cases go a long way towards paying the bill for new looms.

OVER FOUR AND ONE-HALF ACRES OF NORTHROP LOOMS

are shown in the illustration on next page. 3006 Northrop Looms in one open room make an impressive sight. This weave room is one of the largest in the South and bears witness to the good management of the Lancaster Cotton Mills in the condition of the room and the quality of its product.



Lancaster Cotton Mills Lancaster, S. C.